

Request for Proposals (RFP)

Issue Date: 08/01/2007

RFP#: 601-611-45417-08-MAP

Title: **Minority AIDS Projects**

Issuing Agency: Virginia Department of Health
Office of Purchasing & General Services
For Division of Disease Prevention
P. O. Box 2448, Room 1214
Richmond, Virginia 23218-2448

Initial period of Contract: January 1, 2008 – December 31, 2008
(Renewable for three (3) one-year periods)

Sealed Proposals will be received until **3:00 PM September 19, 2007** by the Virginia Department of Health Office of Purchasing and General Services (OPGS) located on the 12th floor, Room 1214, James Madison Building, 109 Governor Street, Richmond, Virginia 23219. To be considered, all proposals must be received at this specific location on or before the date and hour stipulated. Offerors should pay particular attention to ensure that the proposal is properly addressed. The state is not responsible if the proposal does not reach the specific destination by the appointed time. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the clock or automatic time stamp machine in the Office of Purchasing and General Services.

The response may be sent via U.S. Mail to the Post Office Box address listed above provided that it is submitted in adequate time to allow for delivery to the specific office location, Room 1214, James Madison Building, 109 Governor Street, Richmond, Virginia 23219. Offerors are responsible for assuring timely receipt of the proposal at the specific office location and should make allowance for the possibility of an untoward event.

The safest way to insure the proposal is delivered on time, especially if it is submitted within the last seven (7) days prior to the due date, is to deliver it in person. The alternative is to use a commercial delivery service such as FedEx or UPS, or the U.S. Post Office Express Mail Service. If any of these services are used, send the proposal to the following address:

VIRGINIA DEPARTMENT OF HEALTH
JAMES MADISON BUILDING, ROOM 1214
ATTN: JOHN ROUSE
109 GOVERNOR STREET
RICHMOND, VA 23219

All inquiries for program specific information should be directed to Robin L. Hurdle, who may be reached by calling (804) 864-8008, Fax (804) 864-8053 or e-mail

Robin.Hurdle@vdh.virginia.gov. All other inquiries should be directed to John Rouse at (804) 864-7535, Fax (804) 864-7533, or e-mail John.Rouse@vdh.virginia.gov.

In compliance with this request for proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Date: _____

By: _____

Signature – Authorized Representative

Title: _____

Of Above Authorized Representative

Name and Address of Firm or Organization:

Telephone: (____) _____

Fax: (____) _____

Email: _____

FIN/FEI#: _____

****OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held in Richmond on Tuesday, August 21, 2007 at 10:00 AM, 2nd floor conference room. The conference may be accessed by audio conference call. Questions may be faxed prior to the conference if desired. **See page 16 for additional information.**

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I. Purpose:

The purpose of this Request for Proposals (RFP) is to establish contracts through competitive negotiations with qualified contractors for the delivery of targeted evidence-based HIV prevention services for Blacks (African Americans, African or Caribbean immigrants), Latinos, and other racial/ethnic minorities in the Commonwealth of Virginia. Blacks and Latinos are priority populations designated by the Virginia HIV Community Planning Committee (HCPC).

Eligible applicants (Offerors) are organizations that must meet the following two criteria:

1. The organization is located in the area(s) where services will be provided, or have a history of two years or more providing services in the area.
2. The organization can document that 75% of the persons the agency served in the past four years are racial/ethnic minority populations at high risk for HIV infection.

A total of \$750,000 is available for this solicitation. Multiple awards will be made.

II. Background:

- A. VDH's mission is to achieve and maintain optimum personal and community health by emphasizing health promotion, disease prevention, and environmental protection. The Virginia Department of Health (VDH), Division of Disease Prevention recognizes the need for qualified, experienced organizations to provide HIV/AIDS prevention education activities and outreach. In 1988 VDH established Minority AIDS Projects in the following health districts: Norfolk, Richmond City, Arlington, and Alexandria. In 1995, VDH added three health districts: Fairfax, Portsmouth and Crater (Petersburg). In 2004, Hampton/Newport News and Virginia Beach were added to the program. The nine target areas were selected based on the size and percentage of their minority populations, HIV/AIDS morbidity and HIV/AIDS case rates per 100,000 among racial/ethnic minority populations.
- B. These funds are provided through the HIV Prevention Cooperative Agreement with the Centers for Disease Control and Prevention.
- C. Funds may not be used for housing, financial assistance, research, health care, medication, fund raising, lobbying, needle/syringe exchange programs, hotlines, clearinghouses, legal services, and case management.
- D. VDH priorities for HIV prevention are established through collaboration with the Virginia HIV Community Planning Committee and described in the Comprehensive HIV Prevention Plan. Offerors should be familiar with the Plan and responsive to the Plan in developing proposals. The Plan is available at <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/Programs/HCPC/documents/2003ComprehensivePlan.pdf>.

- E. Epidemiological data, including annual and quarterly surveillance reports that may be useful in preparing a response may be access on the VDH website at <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/data/>.
- F. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small business and businesses owned by women and minorities through partnerships, joint venturers, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services or such business and plans for involvement on this RFP is required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

Note: This Public Body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 11-35.1 or against the bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

III. Scope of Service:

- A. Contractors shall provide primary HIV prevention services to one or more racial/ethnic minority populations. Primary prevention services are those that are intended to influence HIV risk behaviors, thereby reducing the likelihood for transmission or acquisition of HIV. The focus of this RFP is on Black and Latino populations; however, contractors may target other racial/minority populations if sufficient demonstration of need is provided. Services shall be provided in one or more of the following localities:
 - a. Alexandria
 - b. Arlington
 - c. Crater Health District (Petersburg, Hopewell, Emporia, Franklin, Greensville Co., Sussex Co., Surry Co.)
 - d. Fairfax
 - e. Hampton/Newport News
 - f. Norfolk
 - g. Portsmouth
 - h. Richmond metropolitan area
 - i. Virginia Beach
- B. Contractors shall conduct prevention interventions to reduce the transmission and acquisition of HIV for two (2) or more of the following populations among Blacks, Latinos, or other racial ethnic minorities as prioritized by the HIV Community

Planning Committee. Services should be provided by those trained staff members or volunteers who are culturally competent and linguistically appropriate:

1. **Persons living with HIV/AIDS**
2. **Men who have sex with men (MSM)**
3. **High-risk heterosexuals***
4. **Transgender persons**
5. **Injection drug users (IDU)**
6. **Homeless persons**
7. **Incarcerated persons**
8. **Youth**

*High-risk heterosexuals include female partners of MSM, persons who have anonymous partners, persons with a history of childhood sexual abuse/assault, persons with multiple sex partners (3 or more in the past year), persons with an STD diagnosis within the past year, sex partners of IDUs, and substance abusers.

Contractors may also incorporate services for populations of special interest including people who exchange sex for money or drugs, persons who are mentally ill/mentally retarded and seniors.

Contractors should use the Virginia Taxonomy of Interventions in defining the proposed programs and services to be performed and adhere to *VDH Standards for Interventions* in delivering services. The Taxonomy and Standards may be found at <http://www.vdh.virginia.gov/epidemiology/diseaseprevention/documents/word/TaxonomyStandardsforHIVPreventionInterventions.doc>.

Contractors are strongly encouraged to utilize evidence-based interventions from the Centers for Disease Control and Prevention's (CDC) *Diffusion of Effective Behavioral Interventions* (DEBI) project. Information on DEBIs may be found at www.effectiveinterventions.org. Interventions may also be selected from the *Compendium of HIV Prevention Interventions with Evidence of Effectiveness*, November 1999, revised August 31, 2001. This document can be downloaded from the CDC website at www.cdc.gov/hiv/resources/reports/hiv_compendium/. DEBI and *Compendium* interventions may be tailored and adapted to fit the needs and culture of the target population.

Interventions other than HIV testing, Comprehensive Risk Counseling and Services (CRCS), DEBIs or those in the *Compendium* will be considered only if the Offeror documents evidence of effectiveness or describes the theoretical basis of the intervention.

Funds may not be used to support health fairs or "AIDS 101" presentations and lectures unless these activities are being conducted as methods of recruitment for more intensive interventions. Basic street outreach should be conducted only as a recruitment strategy for other services and not as a stand alone intervention.

Contractors may include peer-based or social networking models to bring high-risk individuals into services.

- C. The Contractor must document input from the targeted communities in the development of their programs. If the Contractor elects to serve substance users, it must show an established relationship with a treatment facility/community services board to utilize as a resource and as a referral source. Contractors are encouraged to include persons with HIV in the development of interventions.

If the Contractor plans to conduct counseling and testing services, it must document linkages with the local health district for reporting and partner counseling and referral services. VDH will supply testing devices and laboratory services. These costs should not be included in the budget. Other supplies and materials associated with HIV testing such as latex gloves, lancets, alcohol wipes, etc. will be not be provided and should be included in the budget. Any HIV testing must be targeted to individuals with risk factors for HIV. Screening of the general population at social gatherings, churches, health fairs, etc. will not be supported. Additional requirements for HIV testing can be found in **Attachment 1**.

- D. Prevention education activities should 1) include information about sexually transmitted disease and viral hepatitis; 2) provide referrals to HIV testing and 3) provide referrals to care and verify follow through for HIV-infected clients.
- E. Work plans should include both process objectives and outcome objectives. A sample work plan format is included as **Attachment 2**. The primary emphasis of evaluation should be documenting the impact of the interventions on the target population's risk behaviors. Contractors should set aside a sufficient portion of their budgets to cover all required assessment and evaluation activities.
- F. Contractors shall participate in the CDC's Program Evaluation and Monitoring System (PEMS) and enter data into PEMS on a weekly basis. PEMS is a national web-based system used to capture client-level and aggregate level data from HIV prevention providers.

The contractor shall meet the following requirements for security and confidentiality of data:

- a. Client-level data forms shall be kept in a locked file and retained for one year after the data has been entered in PEMS. At the end of the one-year period, the records should be destroyed by either shredding or incineration.
- b. Logs that match client names to PEMS or other key identifiers shall be locked in a location separate from client-level data forms.
- c. All staff collecting client-level data shall sign an agency security and confidentiality agreement.
- d. Staff with access to PEMS may not share digital certificates or passwords to log onto PEMS. Each PEMS end-user must obtain his or her own digital

- certificate for the system by requesting PEMS access through the Division of Disease Prevention.
- e. Contractors shall notify VDH within one business day about the end of employment of any PEMS end-user.
 - f. Contractors shall establish data sharing privileges with VDH.
 - g. Contractors shall sign the Rules of Behavior (ROB).

All PEMS Administrators and Users are required to read and sign the Rules of Behavior (ROB) for PEMS Administrators and Users, respectively. Both documents can be found at

<http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/Programs/PEMS/access.htm>.

Signature pages are **Attachments 3 & 4**. ROB documents are “good for the life of the funding period.” Only workers who access PEMS are required to sign ROB. Each agency should conduct a review of these documents annually. If there are no changes made to the ROB, new copies do not need to be signed. Funded agencies shall have a system to ensure compliance with the following:

- Have a signed ROB for the System Administrators in place and on file. Review this document annually.
- Obtain ROB(s) from employees who directly access the system and retain these documents at the agency. Verify that these employees have read the ROB.
- Certify that all certificates, accounts and activity assignments (roles and permissions) in the system(s) are current.

PEMS technical requirements may be found in **Attachment 5**.

- G. All staff and volunteers shall sign confidentiality agreements that will be maintained by the Contractor.
- H. Any educational materials (pamphlets, posters, curricula, videos, etc.) proposed to be used, developed or purchased shall be submitted to the VDH AIDS Materials Review Panel for approval. VDH convenes the Review Panel in order to comply with directives from the Centers for Disease Control and Prevention. The content of such materials will be reviewed and approved for scientific accuracy and shall support the contracted scope of services while assuring appropriateness of the message for the targeted population including their culture and language.
- I. Contractors shall attend all quarterly contractor meetings convened by the Virginia Department of Health.
- J. Within two weeks of final approval of its work plan, Contractors will provide a copy of the work plan to all local health districts in which activities will be conducted.

- K. Contractors and subcontractors that can be deemed to be covered entities under the Health Insurance Portability and Accountability Act (HIPAA) will comply with all regulations relevant to HIPAA.
- L. The Contractors shall establish a grievance policy that is made available to all clients of prevention services.

IV. Reporting and Delivery:

- A. Quarterly reports shall be submitted by the 15th of the month following each quarter (April 15th, July 15, October 15, and January 15th) to:

Kathryn Hafford, Acting Director
Division of Disease Prevention
P. O. Box 2448, Room 326
Richmond, Virginia 23218-2448

One original of the report shall be submitted in the following format:

1. Highlights
2. Restatement of each objective
3. Activities undertaken to fulfill that objective
4. Problems and barriers encountered
5. Other related activities
6. PEMS data
7. Other supporting documentation

Quarterly progress reports submitted by fax or email will not be accepted.

- B. Requests for budget or work plan modifications must be made in writing prior to the end of the quarter to which they pertain. No work plan modifications will be accepted after the end of the 3rd quarter (September 30). VDH shall be responsible for determining the legitimacy of the extenuating circumstances and the acceptability of revised plans or objectives.
- C. Failure to attain objectives may impact payment of monies requested by the contractor. However, in an effort not to penalize innovative efforts, payment shall be prorated according to the degree of attainment and legitimate efforts of the contractor and not solely by success or failure of an intervention. Such decision shall be at sole discretion of VDH.
- D. Time and effort (T&E) records for each employee paid in full or in part through this contract must be kept on file at the contractor's site and made available upon request.
- E. Report on the participation of Small Business and Businesses Owned by Women and Minorities (SWAM): The Contractor will submit quarterly, and prior to completion

of the contract or at completion of the contract but prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. These entities must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE). At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total dollars spent on this contract with the planned involvement of the firm and business class as specified in the sole source contract, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Identify Small, Women-owned, Minority-owned)

Name of Firm, DMBE Certification #, Address, Phone # and E-mail	Contact Person	Type of Goods/Services	Dollar Amount	% Total Company Expenditures for Goods & Services
Total for Business Class:				

V. Virginia Department of Health Activities:

- A. VDH will review and provide feedback and recommendations on contractors' quarterly progress reports.
- B. VDH will provide technical assistance to contractors.
- C. VDH will make at least one site visit annually to observe educational presentations, review fiscal and administrative records and conduct other quality assurance activities.
- D. VDH will review contractors' PEMS data on a quarterly basis.

VI. Proposal Preparation and Submission Requirements:

A. General requirements:

- 1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of the proposal shall be submitted. Proposals shall be submitted in accordance with instruction on the first page of this RFP.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation and they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise and clear description of capabilities to satisfy requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the SAME order that the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to site the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration. However, it may seriously affect the overall rating of the Offeror’s proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originating and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 11-52D of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

7. The signed proposal should be returned in an envelope or package, sealed and identified as follows:

From _____	<u>9/19/2007</u>	<u>3:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>Minority AIDS Projects</u>	
Street or Box Number	RFP Name	
_____	<u>#601-611-45417-08-MAP</u>	
City, State, Zip Code	RFP#	
Attention: John Rouse		

- a. The envelope should be addressed as directed on page 1 of this solicitation.
 - b. If a proposal is not identified as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposal should be placed in the envelope.
- C. **Oral Presentation**: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of the proposal to the Virginia Department of Health. This is a fact finding and explanation session only and does not include negotiation. The issuing state agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- D. **Specific Requirements**: Proposals should be as thorough and detailed as possible, so that the Virginia Department of Health may properly evaluate your capabilities to provide the required services. Offerors are required to submit a written narrative statement including the following items as a complete proposal:

1. The return of the RFP Cover Sheet (pages 1 and 2) and addenda, if any, signed and filled out as required.
2. A written narrative to include:
 - a. A brief overview of the proposed project including a description of the population(s) targeted, intervention methods to be used and evaluation method(s). If the Offeror is proposing an intervention other than a DEBI or *Compendium* intervention, HIV testing or Comprehensive Risk Counseling and Services (CRCS), the Offeror must describe the behavioral or social science theory supporting the intervention, provide research-based evidence for the efficacy of the proposed intervention or justification for use of an innovative approach. Offerors should describe efforts to ensure that services will be provided in a culturally competent and linguistically appropriate manner. Input from target populations into the development of the program should be documented.
 - b. An overview of the Offeror's history and experience relevant to the scope of service, target populations and proposed activities. Experience and success of such efforts should be supported with quantitative and qualitative data when available. Describe the extent to which the agency's line staff and management is representative of the target population. The Offeror should document its eligibility to apply for these funds as described on page 4 of the solicitation.
 - c. A description or list of all personnel who will be funded by or have responsibilities under this contract. Specify relevant professional degrees, training, work, volunteer or life experience and expertise in working with the identified target population. Résumés should be included as an attachment to the proposal. Job descriptions should be attached for any position, which the Offeror proposes funding under this contract, specifically showing the percentage of time requested for each position and how job activities relate to the attainment of objectives.
 - d. Assessment of need for the proposed activities through behavioral/risk data of the target populations, the burden of HIV disease on the population in the geographic areas to be served and other epidemiologic data. Unique community needs and issues should also be described. Use of national level data is not suggested. Describe how the proposed interventions will address gaps in services.
 - e. A comprehensive work plan comprised of the interventions to be conducted. The work plan should be described through specific, time-phased and measurable objectives. Each intervention to be conducted should include: process objectives, a plan of operation and behaviorally-based outcome objectives. Times, locations and methodology of service provision should

be detailed in the work plan. Strategies to recruit and retain clients at increased risk for HIV infection should be included. Linkages to testing and treatment should be included. If the Offeror proposes a client-level intervention other than a DEBI or *Compendium* intervention, HIV testing or CRCS, a copy of the curriculum or outline of the curriculum must be included as an attachment to the proposal. If adaptation or tailoring of DEBI or *Compendium* curricula is proposed, describe the specific adjustments that will be made and the rationale for the changes.

- f. A comprehensive Quality Assurance protocol describing:
 - Methods and procedures for data collection, entry, accuracy, management and security
 - Procedures for assessing staff performance and proficiency
 - Procedures for assessing intervention fidelity (how you will assess that the services are being delivered consistently, according to VDH standards and as described in your work plan)
 - Procedures for ensuring client satisfaction
 - Procedures for assessing client outcomes related to service provision
 - Strategies that will be used to apply quality assurance findings to program refinement and redirection
- g. Brief description and funding level of all contracts/grants for HIV prevention and care services that the Offeror currently provides.
- h. Letters of Agreement from all collaborating agencies or venues where work will be performed. Letters of Support will not be accepted in lieu of letters of agreement.
- i. A minimum of two (2) Letters of Support detailing past or present collaboration of services, and describing support for the Offeror's current proposal.
- j. Proposed budget for the January 1, 2008 - December 31, 2008 time period. The budget must be submitted on the form provided (**Attachment 6**). Indirect costs are limited to 10%. Administrative costs should be included as specific costs within the line item budget.
- k. A budget justification which details the budget line items, including a breakdown of personnel costs and rationale for proposed expenditures.
- l. A completed Small, Women-Owned and Minority Business Form (**Attachment 7**).

VII. Evaluation and Award Criteria:

- A. Evaluation Criteria: Proposal shall be evaluated by a review panel convened by the Department of Health using the following criteria:

<u>Evaluation Criteria</u>	<u>Weight</u>
1. Qualification and experience of Offeror and staff in providing HIV prevention education and specifically in providing education relevant to the Scope of Service. Qualification and expertise of agency personnel to effectively serve populations targeted including provision of services in a culturally competent and linguistically appropriate manner. Agency qualifies to provide services to racial/ethnic minority populations as specified on page 4 of the solicitation.	15
2. The demonstrated need for the proposed services.	10
3. Specific plan or methodology to be used in performance of these services include:	
a. Times, locations and methodology of service provision are appropriate and accessible to the population. The target population was included in the development of the intervention. The selected interventions are DEBIs, <i>Compendium</i> interventions or otherwise evidence-based.	10
b. Black and Latino populations are targeted or appropriate justification is made for targeting of other racial/ethnic minority populations.	10
c. Quality of the work plan. Objectives are specific, measurable and time phased. Work plan includes both process and outcome objectives, with detailed plans of operation. The project is feasible and sustainable. Strategies for identifying and providing services to persons with high-risk behaviors are documented. Linkages to HIV testing and medical care are included.	20
d. The Quality Assurance Protocol addresses staffing, intervention delivery, data, and mechanisms to conduct and/or make modifications to work plans or approved interventions.	10
e. Letters of Agreement demonstrate collaboration with partner agencies that will provide access to or services for the target populations. Strong community ties and backing for the proposal are evidenced by Letters of Support.	10
4. Cost Effectiveness	10
5. Participation of Small, Women-Owned and Minority Businesses	5
Total	100

- B. **Award Criteria:** It is anticipated that multiple awards will be made. Selection shall be of Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s), which in its opinion has made the best proposal, and shall award the contract(s) to those Offeror(s). The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VIII. Optional Pre-Proposal Conference:

- A. An optional pre-proposal conference will be held on **Tuesday, August 21, 2007 at 10:00 AM** at the Virginia Department of Health, James Madison Building, 109 Governor Street, 2nd floor conference room. Offerors may also participate in this pre-proposal conference by phone. **Audio participants should dial in between 9:55 AM and 10:00 AM to 804-497-3932. Please enter 8008 when prompted for the pass code.** A roll of audio conference participants will be taken at the beginning and end of the conference in order to ensure that all participant attendance is recorded.
- B. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Questions may be faxed prior to the conference to (804)-864-8053.

IX. General Terms and Conditions:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that

portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the

offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the

existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** N/A
- R. **USE OF BRAND NAMES:** N/A
- S. **TRANSPORTATION AND PACKAGING:** N/A
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service**Limits**

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after

the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

X. **Special Terms and Conditions:**

- A. **Audit:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

The Grantee shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of State, Local Governments, and Non-Profit Organizations) as applicable.

In accordance with the above Circular, the Grantee shall, if grant funds expended are \$500,000 or more in a year, have a single or program-specific financial statement audit conducted for that annual period in compliance with General Accounting Office audit

standards. If grant funds expended are less than \$500,000 for a year, the Grantee must meet the General Accounting Office audit standards and maintain financial records for such audit that are available for review or audit by appropriate officials of the granting Federal agency, VDH, and the General Accounting Office.

As a condition of receiving funds, the independent auditor shall have access to all records and financial statements as may be necessary under the circumstance and all personnel costs allocated to any contract must be substantiated by individual records of staff time and effort (T&E) devoted to the contract. All audits are to be conducted within one year of the close of the grant fiscal year end in accordance with the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General. The Grantee must submit its audit report and corrective action plan to the Virginia Department of Health, Division of Disease Prevention, Attention: Kathryn Hafford, within thirty (30) days after the completion of the audit report. Failure to provide an audit report within the specified time period or failure to complete corrective actions will be considered a breach in the terms of the contract, and as such may lead to termination of the grant or discontinuation of future funding until such time as an audit report is provided.

B. **Award:** Reference Evaluation and Award Section VII.

C. **Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders prior to the effective date of cancellation. Contractor shall credit VDH for the applicable decrease in service. VDH reserves the right to add similar equipment/system at same contract rate or negotiated maintenance service under this contract. Contractor should provide pricing, the reasonable time required to obtain spare parts, and training for any product or service.

D. **Confidentiality (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with Section 11-52 D of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as proprietary either prior to or at the time of submission to the Commonwealth.

Confidentiality Contractor: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

E. **Identification of Proposal Envelope:** Reference Proposal Preparation and Submission Requirements Section VI.

- F. **Independent Contractor:** When providing the services specified under this contract the contractor shall not be deemed an employee or agency of the Virginia Department of Health. The contractor shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FIC, State and Federal taxes, and complying with other similar requirements that are customary in the industry.
- G. **Lobbying costs:** Associated costs with lobbying efforts are not allowed under this contract and will not be reimbursed.
- H. **Small Businesses and Businesses Owned by Women and Minorities Reporting:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchasing and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- I. **Ownership of Intellectual Property:** All copyright and patent rights to all papers, reports, forms, materials, outreach and training efforts, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- J. **Renewal of Contract:** This contract may be renewed by the Commonwealth for three (3) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Cost(s) increases may be negotiated only at the time of renewal.

Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract cost(s) for the additional one year shall not exceed the contract cost(s) of the original contract increased/decreased by more than the percentage increase/decrease of the appropriate category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract cost(s) for the subsequent renewal period shall not exceed the contract cost(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the appropriate category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

XI. Method of Payment:

The Contractor shall be paid on the basis of invoices submitted, completion of objectives, and submission of required reports. Failure by the Contractor to submit invoices within the prescribed time frame shall forfeit its right to payment from the Purchasing Agency. Contractor may request, by invoice, an amount of advanced payment up to a maximum of 30 days of average estimated costs, at the time of contract negotiation. Any pre-payment, plus subsequent monthly payments shall not exceed the total contract award value. The Contractor shall submit monthly invoices with attached itemized statement of charges by the 15th day of the following month citing the contract number assigned to the contract, to the following address:

**Virginia Department of Health
Division of Disease Prevention
ATTN: Kathryn Hafford, Acting Director
P. O. Box 2448, Room 326
Richmond, VA 23218-2448**

The funding resources in direct support of payments made in accordance with the agreement are as a result of the provisions of a Federal grant awarded to the Purchasing Agency. The Catalog of Federal Domestic Assistance (CFDA) number and title of the Federal grant funds is CFDA No. 93.940; HIV Prevention. Accordingly, this agreement basis is considered a sub-recipient relationship IAW OMB Circular No. A-133 as compensation provided herein are pass-through federal awards received from a pass-through entity (Purchasing Agency) to carry out a federal program.

XII. Attachments:

1. Counseling and Testing Requirements
2. Sample Work Plan
3. PEMS Rules of Behavior (Administrators)
4. PEMS Rules of Behavior (Agency Users)
5. PEMS Technical Requirements
6. Proposed Budget Form
7. Small, Women-Owned and Minority Business Form

Attachment 1**VDH HIV Testing Requirements for Community-Based Organizations**

1. Efforts should **not** be directed to testing the general population or mass testing at health fairs or other low-risk settings. Testing at the agency's site may be provided. Testing in local jails may be conducted provided a Letter of Agreement from the facility head granting permission and indicating a plan to provide appropriate treatment for those who test positive is submitted to the Division. Testing may be expanded outside these parameters for national recognition events such as National HIV Testing Day, National Black HIV/AIDS Awareness Day, National Latino AIDS Awareness Day and World AIDS Day.
2. Contractors may collaborate with other organizations for special testing events, etc. However, contractors may not give away or loan collection devices or test kits to other organizations and must have staff present to provide counseling and administer tests at any collaborative event.
3. All staff involved in this project should complete the prevention counseling course series "The Facts" and "The Fundamentals" prior to participating in testing and should complete the "Partner Counseling and Referral Services" (PCRS) course within six months of testing. Staff should also attend the VDH "Core Strategies for Street and Community Outreach" course if they have not attended previously. All staff conducting testing are also required to attend OraSure and OraQuick Advance test training and any other training deemed essential by VDH.
4. All staff and volunteers who are involved in HIV testing must sign a confidentiality agreement. These agreements must be available for VDH inspection upon request.
5. Test kits, controls and collection devices will be provided by VDH. Laboratory testing services will be paid by VDH. Contractors are responsible for budgeting for additional supplies such as gloves, lancets, alcohol swabs, timers and biohazardous waste collection/disposal units.
6. Contractors shall collect data on the number of clients provided with prevention (pre-test) counseling, testing, post-test counseling and referrals. Preliminary and confirmatory positive results should be documented. Follow-up to ensure individuals who test positive are receiving medical care should be documented.
7. Contractors shall use the laboratory slips and other data collection forms designated by VDH. Data shall be submitted in a format approved by VDH. Copies of laboratory slips and/or PEMS forms documenting provision of testing and post-test counseling must be submitted to VDH on a weekly basis.
8. All counseling and testing documents including copies of lab slips, logs and consent forms must be maintained in a locked file.
9. When conducting testing off site, staff must secure all specimens, lab slips, consent forms and other documents until they can be submitted to the health department or returned to the Contractor's offices. If staff does not return immediately to either of these locations, documents should not be left unattended but must remain in the physical presence of the responsible staff person.

10. Contractors will complete a confidential morbidity report (Epi 1) for all positive test results within three (3) days of receipt. The CBO will detach and retain the bottom (pink) copy of the Epi 1 and submit the top two copies of the form to the **local** health district. The CBO must maintain a log or other mechanism to document that each positive test has been reported as required.
11. Contractors will collaborate with the local health district to ensure that clients testing positive are offered partner counseling and referral services.
12. Contractors must retain HIV lab slips, consent forms and other testing information containing patient names for a period of ten (10) years. At the end of ten (10) years, the contractor may destroy testing records. These records must be destroyed by shredding or incineration prior to disposal.
13. If the contract agency ceases operations prior to the end of the 10-year period, or fails to meet the terms of this agreement, all HIV lab slips, consent forms and other testing information containing patient names must be returned to the Virginia Department of Health, Division of Disease Prevention for storage.

Sample Work Plan

Each Work Plan should clearly identify:

- target population to be reached
- the intervention to be utilized
- process objectives
- plan of operation
- outcome objectives
- the total number of clients to be reached annually
- evaluation component

Notes

- Well-written objectives provide all the information a reviewer needs to understand your organization's work plan.
- Strong objectives demonstrate your organization's expertise with program implementation and anticipatory goal attainment.
- Objectives should be contained in one sentence and should be specific (who, what, where), time-phased (when) and measurable (how many, how much). Additional information should be included in the Plan of Operation as either a narrative or bulleted points.
- Outcome objectives are not needed for each process objective. Several process objectives may contribute to one outcome measurement.

Definitions

Process objectives describe specific intervention activities for a targeted population within a given timeframe. It describes the work to be done (your intervention) or services to be carried out. It allows you to monitor the progress of your project. *A process objective never describes the benefits gained, knowledge acquired or behavior changed.*

Outcome objectives define a measurable result: a change in knowledge, attitudes, beliefs or behaviors that occur as a result of the intervention. Outcome objectives allow an organization to monitor changes over time and indicate whether the activities or strategies employed have had an effect on the target population. Outcome evaluation helps an organization demonstrate its program effectiveness. *Outcome objectives should always describe how the change or benefit will be measured.*

Work Plan Sample 1

Target Population: African American youth

Intervention: *Be Proud Be Responsible* (group level)

Process Objective 1: Conduct three four-session cycles of the *Be Proud, Be Responsible* curriculum to reach a minimum of 36 African American youth, ages 15-18 in juvenile detention centers and after school programs by December 31, 2007.

Plan of Operation: The program coordinator will be hired and trained in the curriculum during the first quarter of the grant year. The program coordinator will be responsible for scheduling session dates and

times with each of the identified sites (see attached letters of agreement). One week prior to the first session, the program coordinator will send reminder notices to the sites. Site staff will be responsible for recruiting youth for the sessions. The program coordinator will deliver two hour sessions each week throughout the cycle. The program coordinator will conduct risk assessments at the 1st and 4th sessions. A follow up assessment will be conducted six weeks after each cycle. The program supervisor will observe a minimum of two sessions during the year to assess the coordinator's performance.

Outcome Objective #1: By December 31, 2006, increase by 20% the number of Be Proud Be Responsible participants who report their intention to postpone sexual intercourse as measured by risk assessments and pre/post test questionnaires.

Work Plan Sample 2

Target Population: Latino Heterosexuals

Intervention: Intensive Community Outreach

Process Objective 1: By December 31, 2007, conduct basic street outreach in the Serenity Cove neighborhood at least twice each week, making a minimum of 700 contacts with Latino heterosexuals to provide basic HIV information, referrals for HIV testing and assessment for enrollment in intensive outreach services.

Plan of Operation: The program manager will meet with the local police precinct to alert them of our new outreach location. Existing Spanish speaking staff will be utilized to conduct basic outreach between 8:00 pm and 2:00 am on the weekends. These individuals have already attended Core Strategies training and are familiar with providing services in surrounding neighborhoods. Staff will distribute pamphlets and condoms and make referrals to HIV testing. Staff will assess risk with contacts and establish rapport to identify clients for intensive outreach services. Clients will collect data on the number and demographics of individuals encountered.

Process Objective 2: Provide intensive outreach services in the Serenity Cove neighborhood for at least 50 Spanish-speaking residents by the end of 2007.

Plan of Operation: High-risk clients identified through basic outreach services conducted on Friday and Saturday night will be enrolled into intensive outreach services. Staff may enroll clients during weekend outreach or make arrangements to meet clients at another time for follow up. Outreach specialists will attempt to meet with each client enrolled a minimum of six times. Each client will be staged on the Stages and Processes of Change and develop an action plan for risk reduction. Clients will be encouraged to obtain HIV testing. The outreach specialists will assist clients who test positive in making appointments with the agency's case manager and follow-up on referrals into medical care through either provider or client verification.

Outcome Objective 1: By the end of 2007, 35% of clients enrolled in intensive outreach services will have reduced unprotected sexual intercourse as measured by risk assessment questionnaires.

Outcome Objective 2: By the end of 2007, 85% of clients enrolled in intensive outreach services will have been tested for HIV and received their test results as measured by VDH test forms.

Work Plan Sample 3

Process Objective 1: Enroll 30 high-risk MSM in Comprehensive Risk Counseling and Services (CRCS) by the end of the second quarter.

Plan of Operation:

- Hire and train CRCS social worker by January 30.
- Advertise CRCS services and criteria for enrollment through health departments, drug treatment centers, Ryan White medical providers and CBOs by February 15.
- Complete development of screening criteria and assessment tools by February 28.
- Screen and enroll MSM referred for services by collaborating agencies.

Process Objective 2: Provide 6-10 sessions of CRCS for each enrolled client by the end of 2007.

Plan of Operation:

- Enrolled clients will be asked to sign a contract for CRCS participation.
- Personalized risk assessments will be completed.
- Individual action plans will be developed with each client based on the risk assessment and client needs.
- The CRCS program provider will phone clients to remind them of appointments.
- Referrals will be made for appropriate mental health, housing, substance abuse treatment and other services.
- Participants will receive a \$10 gift certificate for each completed session.
- Participants will be discharged from the program after achievement of goals.
- A licensed professional social worker will conduct chart reviews of the CRCS provider's clients at least twice per quarter and meet with the CRCS provider to discuss client progress.

Process Objective 3: Following discharge from CRCS, conduct a three-month follow-up assessment with clients to determine maintenance of risk-reduction behaviors.

Plan of Operation:

- Clients will be contacted by phone and mail to meet for a three-month follow-up.
- A risk assessment will be completed and compared to the previous assessments.
- Clients will be provided with a \$20 gift certificate for completing the follow-up.

Outcome Objective 1: By December 31, 2007, 80% of clients who complete CRCS will report a reduction in the frequency of unprotected sexual activity as measured by the risk assessment questionnaire.

Outcome Objective 2: By the end of 2007, 60% of clients who reported reduction in unprotected sexual activity will still be engaging in protective behaviors three months following discharge as measured by the risk assessment questionnaire.

Acknowledgement and Agreement of Rules of Behavior for PEMS Agency System Administrators

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of PEMS as defined by this document, applicable agency policy, and state and Federal law. I understand that infractions of these rules will be considered violations of CDC and agency standards of conduct and may result in disciplinary action including the possibility of supervisory notification, official reprimand, and suspension of system privileges, suspension from duty, termination, and/or criminal and civil prosecution.

I certify that all PEMS system users at our agency have signed the Rules of Behavior for PEMS Agency Users. I certify that I have read the PEMS Security Summary and my agency's Memorandum of Understanding with the CDC and I agree to abide by the procedures stated in these documents.

(Signature / Date)

(Printed Name)

(Title/PEMS Administrator)

Attachment 4

Acknowledgement and Agreement of Rules of Behavior for PEMS Agency Users

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of PEMS as defined by this document, applicable agency policy, and state and Federal law, and the PEMS Security Summary.

I agree to abide by the procedures stated in these documents.

(Signature / Date)

(Printed Name)

(Title/PEMS Administrator)

(Agency Name)

Attachment 5

**Program Evaluation and Monitoring System
(PEMS) Technical Requirements**

PEMS End user Requirements:

- Access to the Internet (ISDN or faster connection)
- Microsoft Internet Explorer 6.0
- Super VGA (800x600) or higher resolution monitor with 256 colors

For Optimal performance, the recommended minimum specifications are:

- Pentium III 1.0 GHz processor
- 256 MB RAM
- 20 GB Hard Drive

Attachment 6

PROPOSED BUDGET

TITLE: Minority AIDS Projects

RFP: # 601-611-45417-08-MAP

OFFEROR: _____

Personnel: _____

Fringe: _____

Travel: _____

Equipment: _____

Supplies: _____

Contractual: _____

Other: _____

In-direct: _____

Total: _____

Signature of Offeror: _____

Date: _____

Attachment 7**Small Business Subcontracting Plan****Definitions**

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

_____ Small Business _____ Small/ Women-owned Business _____ Small/Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
DMBE Certificate #					
Totals \$					